

EVANS HARRISON HACKETT PLLC

Attorneys at Law

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July 7, 2014

VIA E-MAIL (chapmant1@aol.com)

Thomas Chapman
10030 Shagbark Trail
P.O. Box 1743
Collegedale, TN 37315

Re: Legal Services Agreement

Dear Tom:

We are pleased that you have chosen Evans Harrison Hackett PLLC to represent you with respect to the potential breach of contract by your employer, Jet Mall, LLC. As required by law, this letter will confirm your engagement of our firm and will serve as the written agreement under which our firm will provide legal services. Accordingly, we submit for your approval the following provisions governing our engagement.

1. *Client: Scope of Representation.* Our clients in this matter will be Thomas Chapman ("You"). We will be engaged to provide legal advice regarding to the potential breach of contract by your employer, Jet Mall, LLC. While this letter is intended to deal with the specific legal services described above, these terms and conditions will also apply to any additional legal services that we may agree to provide that are outside the initial scope of our representation.

2. *Fees and Expenses.* Our fees for professional services will be based primarily on the amount of time expended on your behalf and on the billing rate for each attorney devoting time to the matter. My current hourly billing rate is \$250.00. Billing rates are reviewed annually and may change over the course of our representation; rate increases, if any, will usually occur at the beginning of the calendar year. For purposes of this representation, this hourly rate will apply to all pre-lawsuit legal work. In the event that we find it necessary to file a lawsuit with respect to this matter, any post-filing legal work will be performed on a contingency basis, by which you will not be responsible for paying any hourly fees; however, you will be responsible for all litigation expenses, and we will be entitled to a contingency fee in the amount of forty percent (40%) of all monies recovered as a part of the lawsuit. Moreover, in the event that a contractual provision for the payment of attorney fees is recognized by the court and

attorney fees are awarded on that basis, our attorney fees will be paid pursuant to that provision, and you will not be responsible for payment of any contingency percentage.

The fees and costs relating to this engagement are not predictable. Accordingly, Evans Harrison Hackett PLLC makes no commitment concerning the maximum fees and costs that will be necessary to resolve or complete the engagement. Any estimate of fees and costs that is provided to you represents only an estimate of such fees and costs. It is also expressly understood that your obligation to pay Evans Harrison Hackett PLLC's fees and costs is in no way contingent on the outcome of the engagement.

We will bill you on a monthly basis for professional fees and expenses. We will include on our statements charges for expenses incurred or advanced on your behalf in connection with the legal services we provide. Charges for incidental items, such as courier services, filing fees, and search firm fees, are billed at the third-party rate. If our personnel provide courier services, you will be billed at the then-allowable IRS rate for mileage reimbursement. Fees and expenses of other certain providers (such as consultants or other attorneys outside of our firm who are retained with your permission on your behalf) generally will not be advanced or paid by us, but will be billed directly to you. However, if we do advance payment of fees, they will be noted on our monthly invoice. Payment is due upon receipt of our statement.

3. *Conflicts.* Evans Harrison Hackett represents other business clients on a regional or national basis. In certain areas of the law - such as litigation and bankruptcy - we may represent clients in matters involving dozens or hundreds of other parties. Although it is not likely, it is possible that some of our present or future clients will have disputes with you during the time that we are representing you. Therefore, we ask that you agree that our firm may continue to represent or undertake to represent existing or new clients in those matters, including litigation matters, that are not substantially related to our work for you, even if the interest of such clients in those other matters are directly adverse to you. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence will not apply in any instance where, as the result of our representation of you, we have obtained sensitive, proprietary, or other confidential information of a non-public nature that, if known to any such other client of ours, could be used in any such other matter by such client to the material disadvantage to you.

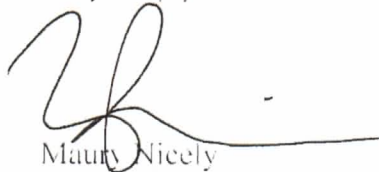
4. *Change of Client Address.* Because it is important that we be able to contact you regarding these services, you agree to inform us, in writing, of any changes to your current mailing address or other contact information to which this letter is being sent or other relevant changes regarding you or your business, including notice of any sale or merger with another entity. Whenever we need your instructions or authorization to proceed with legal work on your behalf, we will contact you at the latest address we have received from you.

5. *Timely Information and Instructions.* In the course of our representation, we will be asking you for information and/or instructions from time to time. You agree to

be candid and cooperative with us and will keep us informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us.

If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to call. If not, please execute the following page and return it to me. Again, we are pleased to have the opportunity to serve you.

Very truly yours,



Maury Nicely

AGREED TO AND ACCEPTED:



THOMAS CHAPMAN

Date: JULY 7, 2014